

U.S. ENVIRONMENTAL PROTECTION AGENCY
GRANT AGREEMENT AMENDMENT

GRANT IDENTIFICATION NO.

C 0 6 1 0 2 2 1 0 0

CHECK APPLICABLE ITEM(S)

DATE OF AWARD (Month/Day/Year)

DEC 23 1976

GRANT AGREEMENT

GRANT AMENDMENT

TYPE OF ACTION

Continuation

☒ SUBSEQUENT RELATED PROJECT (SWT)

PART I-GENERAL INFORMATION

1. GRANT PROGRAM

Construction Grants

2. STATUTE REFERENCE

PL 92-500

3. REGULATION REFERENCE

40 CFR 35

4. GRANTEE ORGANIZATION

a. NAME

Sewer Authority Mid-Coastside

c. ADDRESS

P. O. Box 67
Half Moon Bay, CA 94019

b. EMPLOYER I.D. NO. (EIN)

5. PROJECT MANAGER (Grantee Contact)

a. NAME

W. Fred Mortensen

d. ADDRESS

P. O. Box 67
Half Moon Bay, CA 94019

b. TITLE

Manager

c. TELEPHONE NO. (Include Area Code)

(415) 726-5566

6. PROJECT OFFICER (SWRCB Contact)

a. NAME

Gil Wheeler

d. ADDRESS

State Water Resources Control Board
Division of Water Quality
Contracts Administration Unit
P. O. Box 100
Sacramento, CA 95801

b. TITLE

Project Evaluator

c. TELEPHONE NO. (Include Area Code)

(916) 322-6550

7. PROJECT TITLE AND DESCRIPTION

Design of Unit 1 - Treatment Plant and Transmission System

PROJECT STEP (SWT)

2

8. DURATION

PROJECT PERIOD (Dates)

Award - 8/10/77

BUDGET PERIOD (Dates)

9. DOLLAR AMOUNTS

TOTAL PROJECT COSTS

EPA GRANT AMOUNT (In-Kind Amt. \$152,250)

TOTAL ELIGIBLE COSTS (SWT)

\$203,000

UNEXPENDED PRIOR YR. BAL. (EPA Funds)

TOTAL BUDGET PERIOD COSTS

THIS ACTION (This obligation amount)

\$152,250

10. ACCOUNTING DATA

APPROPRIATION

DOC CONTROL NO.

ACCOUNT NO.

OBJ CLASS

AMOUNT CHARGED

41

41

41

11. PAYMENT METHOD

☐ ADVANCES (____ % of award) ☒ REIMBURSEMENT

☐ OTHER

12. PAYEE (Name and mailing address, include ZIP Code)

Grantee Organization

SEND PAYMENT REQUEST TO SWRCB, Div. of Water Q.
Payments Unit, P.O. Box 100, Sacto, CA 95801

PART II—APPROVED BUDGET

TABLE A - OBJECT CLASS CATEGORY
(Non-construction)TOTAL APPROVED ALLOWABLE
BUDGET PERIOD COST

1. PERSONNEL	
2. FRINGE BENEFITS	
3. TRAVEL	
4. EQUIPMENT	
5. SUPPLIES	
6. CONTRACTUAL	
7. CONSTRUCTION	
8. OTHER	
9. TOTAL DIRECT CHARGES	
10. INDIRECT COSTS: RATE % BASE	
11. TOTAL (Share: Grantee _____ % Federal _____ %)	
12. TOTAL APPROVED GRANT AMOUNT	\$

TABLE B - PROGRAM ELEMENT CLASSIFICATION
(Non-construction)

1. Administration	3,000
2. Design	200,000
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10. TOTAL (Share: Grantee <u>12.5</u> % Federal <u>75</u> % State <u>12.5</u> %)	203,000
11. TOTAL APPROVED GRANT AMOUNT	\$ 152,250

TABLE C - PROGRAM ELEMENT CLASSIFICATION
(Construction)

1. ADMINISTRATION EXPENSE	
2. PRELIMINARY EXPENSE	
3. LAND STRUCTURES, RIGHT-OF-WAY	
4. ARCHITECTURAL ENGINEERING BASIC FEES	
5. OTHER ARCHITECTURAL ENGINEERING FEES	
6. PROJECT INSPECTION FEES	
7. LAND DEVELOPMENT	
8. RELOCATION EXPENSES	
9. RELOCATION PAYMENTS TO INDIVIDUALS AND BUSINESSES	
10. DEMOLITION AND REMOVAL	
11. CONSTRUCTION AND PROJECT IMPROVEMENT	
12. EQUIPMENT	
13. MISCELLANEOUS	
14. TOTAL (Lines 1 thru 13)	
15. ESTIMATED INCOME (If applicable)	
16. NET PROJECT AMOUNT (Line 14 minus 15)	
17. LESS: INELIGIBLE EXCLUSIONS	
18. ADD: CONTINGENCIES	
19. TOTAL (Share: Grantee _____ % Federal _____ %)	
20. TOTAL APPROVED GRANT AMOUNT	\$

PART III - GRANT CONDITIONS

a. GENERAL CONDITIONS

The grantee covenants and agrees that it will expeditiously initiate and timely complete the project work for which assistance has been awarded under this grant, in accordance with the applicable grant provisions of 40 CFR Subchapter B. Specifically, the grantee warrants and represents that it, and its contractors, subcontractors, employees and representatives, will comply with the following General Conditions, the applicable supplemental conditions of 40 CFR Subchapter B, as amended, and any Special Conditions set forth in this grant agreement or any grant amendment.

1. Access. The grantee agrees that it will provide access to the facilities, premises and records related to the project as provided in §§30.605 and 30.805 of 40 CFR Subchapter B.

2. Audit and Records. The grantee agrees that it will maintain an adequate system for financial management, property management and grantee audit in accordance with §§30.800 and 30.810-3, and that it will maintain, preserve and make available to the Government all project records for the purpose of inspection, interim and final audit, and copying as required by §§30.605, 30.805, and 30.820 of 40 CFR Subchapter B.

3. Reports. The grantee agrees to timely file with EPA such reports as are specifically required by the grant agreement or pursuant to 40 CFR Subchapter B, including progress reports (§30.635-1), financial reports (§30.635-3), invention reports (§30.635-4), property reports (§30.635-5), relocation and acquisition reports (§30.635-6) and a final report §30.635-2, and that failure to timely file a report may cause EPA to invoke the remedies provided in 40 CFR 30.430.

4. Grant Changes: Modifications. The grantee agrees that all grant modifications will be accomplished through the provisions of 40 CFR 30.900 through 30.900-4.

5. Requirements Pertaining to Federally Assisted Construction. The grantee agrees that during the performance of the project work it will comply, and that its contractors, subcontractors, employees and representatives will comply, with the requirements pertaining to federally assisted construction identified in 40 CFR 30.415.

6. Suspension.

(a) The grantee agrees that the grant official may, at any time, require the grantee to stop all, or any part, of the work within the scope of the project for which EPA grant assistance was awarded, by a written stop-work order, for a period of not more than forty-five (45) days after the order is delivered to the grantee, and for any further period to which the parties may agree. Any such order shall be specifically identified as a stop-work order issued pursuant to this clause. Upon receipt of such an order, the grantee agrees to forthwith comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. This suspension article shall not be applicable to educational institutions or nonprofit research institutions.

(b) The grantee agrees that, within any such suspension period, EPA may either (1) cancel the stop-work order, in full or in part, or (2) initiate action to terminate the grant, in part or in full, as provided in Article 7, below.

(c) If a stop-work order is canceled or if the suspension period or any extension thereof expires, the grantee agrees to promptly resume the previously suspended project work.

(d) An equitable adjustment shall be made in the project period, budget period, or the grant amount, or all of these as appropriate, if:

(1) the stop-work order results in an increase in the time required for, or in the grantee's costs properly allocable to, the performance of any part of the project, and

(2) the grantee asserts a written claim for such adjustment within sixty (60) days after the end of the period of work stoppage, provided that if the Project Officer determines that the circumstances justify such action (for example, if the impact of cost or time factors resulting from a stop-work order could not have been ascertained prior to written submission of the claim), he may receive and act upon any such claim asserted at any time prior to final payment under this grant.

(e) If a stop-work order is not canceled and grant-related project work covered by such order is within the scope of a subsequently-issued termination order, the reasonable costs resulting from the stop-work order shall be allowed in arriving at the termination settlement.

(f) The grantee agrees that costs incurred by the grantee or its contractors, subcontractors or representatives, after a stop-work order is delivered, or within any extension of the suspension period to which the parties may have agreed, with respect to the project work suspended by such order or agreement, which are not authorized by this article or specifically authorized in writing by the Project Officer shall not be allowable costs.

PART III - GRANT CONDITIONS

a. GENERAL CONDITIONS (Continued)

7. Termination.

(a) The grantee agrees that the grant award official may, at any time, after written notice and after opportunity for consultation has been afforded to the grantee, terminate the grant, in whole or in part, with the concurrence of appropriate EPA officials, through a written termination notice specifying the effective date of the termination action.

(1) Cause for termination shall include, but not be limited to, default by the grantee or failure by the grantee to comply with grant conditions or terms.

(2) The grantee agrees that, upon such termination, it will return or credit to the United States that portion of grant funds paid or owed to the grantee and allocable to the terminated project work, except such portion as may be required by the grantee to meet commitments which had become firm prior to the effective date of termination and are otherwise allowable.

(3) Whenever feasible, the grant award official and the grantee shall enter into a termination agreement as soon as possible after any such termination action to establish the basis for settlement of grant termination costs and the amount and date of payment of any sums due to either party.

(b) Upon request of the grantee, and if the Project Officer determines with the concurrence of appropriate EPA officials that there is good cause for the termination of all or any portion of the project work for which EPA grant assistance has been awarded, the grant award official and the grantee may enter into a written termination agreement establishing the effective date of the grant and project termination, and the basis for settlement of grant termination costs, and the amount and date of payment of any sums due to either party.

(c) The grantee agrees that it will not unilaterally terminate work on the project for which EPA grant assistance has been awarded, except for good cause. The grantee further agrees:

(1) That it will promptly give written notice to the Project Officer of any complete or partial termination of the project work by the grantee, and

(2) That, if the Project Officer determines with the concurrence of appropriate EPA officials that the grantee has terminated the project work without good cause, the grant award official may annul the grant and all EPA grant funds previously paid or owing to the grantee shall be promptly returned or credited to the United States.

8. Disputes.

(a) Except as otherwise provided by law or regulations, any dispute arising under this grant agreement shall be decided by the Project Officer, who, after concurrence by appropriate EPA officials, shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the grantee. Such a decision of the Project Officer shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the grantee mails or otherwise delivers to the Project Officer a written appeal addressed to the Administrator.

(b) The decision of the Administrator or his duly authorized representative for the determination of such appeal shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent or capricious, or arbitrary, or so grossly erroneous as to imply bad faith, or not supported by substantial evidence.

(c) In connection with an appeal proceeding under this article, the grantee shall be afforded an opportunity to be heard, to be represented by legal counsel, to offer evidence and testimony in support of any appeal, and to cross-examine Government witnesses and to examine documentation or exhibits offered in evidence by the Government or admitted to the appeal record (subject to the Government's right to offer its own evidence and testimony, to cross-examine the appellant's witnesses, and to examine documentation or exhibits offered in evidence by the appellant or admitted to the appeal record). The appeal shall be determined solely upon the appeal record, in accordance with the applicable provisions of Subpart J of Part 30 of Title 40 CFR.

(d) This "Disputes" article shall not preclude consideration of any question of law in connection with decisions provided for by this article; provided, that nothing in this grant or related regulations shall be construed as making final the decision of any administrative official, representative, or board, on a question of law.

9. Notice and Assistance Regarding Patent and Copyright Infringement.

(a) The grantee agrees to report to the Project Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this grant of which the grantee has knowledge.

(b) In the event of any claim or suit against the Government, on account of any alleged patent or copyright infringement arising out of the performance of this grant or out of the use of any supplies furnished or work or services performed hereunder, the grantee agrees to furnish to the Government, when requested by the Project Officer, all evidence and information in possession of the grantee pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the grantee has agreed to indemnify the Government.

SEE ATTACHED PART III B

PART IV

NOTE: The Grant Agreement must be completed in duplicate and the Original returned to the Grants Administration Division for Headquarters grant awards and to the appropriate Grants Administration Office for state and local awards within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA.

Receipt of a written refusal or failure to return the properly executed document within the prescribed time, will result in the automatic withdrawal of the grant offer by the Agency. Any amendment to the Grant Agreement by the grantee subsequent to the document being signed by the Award Official shall void the Grant Agreement.

OFFER AND ACCEPTANCE

The United States of America, acting by and through the U.S. Environmental Protection Agency (EPA), hereby offers a grant to the Sewer Authority
Mid-Coastside for 75 % of all approved costs incurred up to and not exceeding \$152,250 for the support of approved budget period effort described in application (including all application modifications). Application for Federal Assistance included herein by reference

GRANTEE ORGANIZATION
GRANT AMOUNT
TITLE AND DATE

ISSUING OFFICE (Grants Administration Office)

ORGANIZATION/ADDRESS

EPA, Grants Administration Section
100 California Street
San Francisco, CA 94111

AWARD APPROVAL OFFICE

ORGANIZATION ADDRESS

EPA, Water Division
100 California Street
San Francisco, CA 94111

THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY

SIGNATURE OF AWARD OFFICIAL

TYPED NAME AND TITLE

Sheila M. Prindiville
Director, Water Division

DATE

DEC 23 1976

This Grant Agreement is subject to applicable U.S. Environmental Protection Agency statutory provisions and grant regulations. In accepting this award or amendment and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the grantee organization, and (2) the grantee agrees (a) that the grant is subject to the provisions of 40 CFR Chapter I, Subchapter B and of the provisions of this agreement (Parts I thru IV), and (b) that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by EPA to have been overpaid will be refunded or credited in full to EPA.

BY AND ON BEHALF OF THE DESIGNATED GRANTEE ORGANIZATION

SIGNATURE

TYPED NAME AND TITLE

W. F. Mortensen, Manager

DATE

Environmental Protection Agency - Grant Agreement
Part IIIB - SPECIAL CONDITIONS

1. The Grantee, within 90 days of this grant offer, shall obtain approval of all Engineering subagreements in excess of \$10,000 entered into under this grant offer. All Engineering subagreements must comply with regulations published in the Federal Register on December 17, 1975, and further explained in State Water Resources Control Board Clean Water Grant Bulletins 29A, 29B, 29C, and 29D. No grant payments for the affected engineering work may be made until such compliance has been obtained.
2. The Grantee shall operate its treatment works as a coordinated regional facility providing service on a fair and equitable basis and in accordance with guidelines and regulations of the State Board, specifically including the service area designated in the Grantee's Project Report of August 1975.
3. The design and construction of the project must consider the recommendations contained on pages 11 thru 12, inclusive, of the Archeological Survey dated April 5, 1976. Provisions shall be included in the contract specifications that require avoidance of sensitive archeological sites during construction activities. A brief report will be submitted with the final plans and specifications that will discuss how each recommendation in the archeological report has been satisfied.
4. The City of Half Moon Bay shall adopt, within 60 days of the State Step 2 grant offer date, a resolution acceptable to the ARB stating its intention to (1) participate and assist in the development of an Air Quality Maintenance Plan covering the project service area, (2) provide reasonable assistance, information and data within its statutory authority for the development and adoption of an Air Quality Maintenance Plan covering the project service area, and (3) coordinate its general planning process with said plan as may be required.
5. The Montara Sanitary District and the Granada Sanitary District shall individually adopt, within 60 days of the State Step 2 grant offer date, a resolution acceptable to the ARB stating (1) their intention to provide reasonable assistance, information, and data within their statutory authority for the development of an Air Quality Maintenance Plan covering the project service area, and (2) that upon adoption of an Air Quality Maintenance Plan they shall render reasonable assistance within their statutory authority for the implementation of said plan.

6. The Sewer Authority Mid-Coastside shall be responsible for assuring that the County Board of Supervisors will, within 60 days of the State Step 2 grant, pass a resolution which recognizes that the project may interfere with the attainment and maintenance of air quality standards, but that the project is needed to solve a critical water quality problem, and that adequate steps to mitigate the air quality impact have been taken or are planned.
7. The Grantee will be responsible for assuring that the primary environmental impacts of construction such as noise, dust, and traffic disruption will be mitigated during construction activities through measures such as requiring standard noise suppression devices on construction equipment, wetting down of dust prone construction areas, and routing of local vehicular traffic away from traffic disrupting construction activities. The appropriate mitigation measures will be included in the project specifications.
8. The project will be designed and constructed to avoid impacting two areas of potential habitat for the San Francisco garter snake, an endangered species, as delineated in the Division of Water Quality letter dated November 3, 1976. Unless authorized in writing by the State Department of Fish and Game, the delineated areas will not be entered by construction equipment used for material stockpiling, have their natural water supply cut off or be otherwise adversely impacted in any way.
9. Before April 1, 1977, the Grantee will obtain all necessary permits including those from the Corps of Engineers, the Coastal Zone Conservation Commission, the State Department of Fish and Game, CALTRANS and the State Lands Commission.